

Addendum No. 1 to IFB 14-73



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Purchasing
JOSEPH A. CURTATONE
MAYOR

To: All Parties on Record with the City of Somerville as Holding IFB 14-73,
Engine 7 - Repairs to Masonry Walls

From: Angela M. Allen, Purchasing Director

Date: March 10, 2014

Re: Clarifications, Updated Bid Form

Addendum No. 1 to IFB 14-73

Please acknowledge receipt of this Addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

X

Name of Authorized Signatory

Title of Authorized Signatory

Addendum No. 1 to IFB 14-73

Question from Prospective Bidders

1. Are the liquidated damages \$100/day or \$500/day for delays.(see attached)

Section 4. CONTRACT SUM AND LIQUIDATED DAMAGES

(1) The contract sum shall be \$contract amount. The contract sum may be increased or decreased by change order, as quantities which have been estimated in the bid documents become known, or as other additions or deletions to the work are made, or if the work is interrupted or suspended by the City, all as set forth herein.

(2) Liquidated Damages: The Contractor and the City agree to a Liquidated Damages sum of \$500.00 per calendar day for failure to meet the deadlines set forth in Sections 3(c), or (d).

(c) Damages for Delay. The Vendor and the Vendor's surety shall be liable for and shall pay the City the sum of \$100.00 per calendar day, as liquidated damages, for each calendar day of delay until the work is substantially completed or in the case of the portion of the work, for each calendar day of delay until the portion of the work is substantially completed. Substantial Completion shall mean either a) that the work, or portion of the work, has been completed, except for work having a contract price of less than one percent (1%) of the then adjusted total contract price; or b) that substantially all of the work has been completed and opened to public use, except for minor incompletes or unsatisfactory work items that do not materially impair the usefulness of the work.

Response: the amount for liquidated damages is \$500 / day and will be reflected in the contract resulting from this bid.

2. Is there a budgeted value for the project?

Response: The City of Somerville is not publicizing any construction cost estimates for this project.

3. Will there be parking on site for construction vehicles during the project?

Response: The City of Somerville will work with the awarded vendor to ensure parking availability during the project.

4. How are we to handle the disconnection of utilities to the building during the construction process?

Response: The City of Somerville (Fire Department and Capital Projects) will coordinate with the awarded vendor, to develop a schedule for the temporary interruption of utilities: Gas, Electric and Telecommunications.

Addendum No. 1 to IFB 14-73

5. Drawing Edits:

Response: Drawing A-8 CORNICE SECTION 3:

REPLACE: "20OZ. COPPER COPING COVER WITH CONT. SEALANT AND LAPPED MIN. 4" EVERY 8'-0" o.c."

WITH: "24GA GALVANIZED STEEL COPING COVER WITH CONT. SEALANT AND LAPPED MIN. 4" EVERY 10'-0" o.c."

REPLACE: "CONT. 24 OZ. COPPER EDGE STRIP-W/ ¼" LOCK FASTENED WITH COPPER NAILS EVERY 8" o.c."

WITH: "CONT. 24GA. GALVANIZED STEEL EDGE STRIP-W/ ¼" LOCK FASTENED WITH GALV. NAILS EVERY 8" o.c."

6. Bid Sheet:

Response: ADD UNIT PRICE ITEM: Square foot unit price for rebuilding the 12" thick brick masonry bearing wall behind the façade as required by the Engineer. Price to include reuse of cleaned and sound existing brick and new mortar in accordance with contract specifications.

Please see the attached updated Construction Form for General Bid, which contains unit pricing.

7. Will the City of Somerville accept bids from vendors that have not been in business for the requisite amount of years stated in the Quality Requirements?

Response: No. The City of Somerville will not change the specifications for this project.

**FORM FOR GENERAL BID
FOR CONSTRUCTION CONTRACT**

To the Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for:

Engine 7 – Renovation and Repairs to Masonry Wall

in accordance with the accompanying plans and specifications prepared by

**Weston & Sampson
100 Foxborough Blvd., S. 250
Foxborough, MA 02035**

Contact: Richard A. Campbell
Phone: (978) 977-0110 ext. 7402
Mobile: (508) 838-8337

specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda #1 _____, #2 _____, #3 _____, #4 _____.

C. The proposed contract price is:

\$ _____
(total bid in figures)

_____ DOLLARS
(total bid in words)

D. While the proposed contract price does not include the items listed on the attached "Bid Form for Alternates," the bidder understands that the project construction cost estimate provided by the city is inclusive of all the work described in this form.

E. The Undersigned Bidder agrees that, if it is selected as general contractor, it will within five working days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid, including furnishing a 100% performance bond and a 100% labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included

in the contract price; and, in addition, furnishing a certificate of good standing and insurance certificates as required by the bid documents.

- F. The Undersigned Bidder hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Project and that it will comply fully with all laws and regulations applicable to this Award, including applicable provisions of MGL Chapter 149.
- G. The Undersigned Bidder further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- H. The Undersigned Bidder certifies under the penalties of perjury that:
- (1) Pursuant to M.G.L. c. 62C, §49A, to the best of the signatories knowledge and belief, that the Undersigned Bidder is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b), and
- (2) the Federal Employer Identification Number (EIN) of the Bidder is # _____, and that it is in compliance with all federal, state, and local laws regarding taxation.
- I. The Undersigned Bidder certifies under penalties of perjury that the Bidder is not presently debarred from doing federal or state public construction work, that the Bidder has not had its low bid rejected by any municipality in the previous two years, except _____
in which case the reasons for rejection were as follows:

- J. The Undersigned Bidder has submitted the information on the Reference Form:

requesting three references for similar projects completed during the previous six (6) years. The Undersigned Bidder understands that the contractor and subcontractors will be required to pay prevailing wages to laborers and mechanics, and that if the Undersigned's bid is significantly below the average bid, the Awarding Authority may require the Bidder to substantiate that the bid is based on payment of wages at prevailing rates.
- M. The Undersigned Bidder certifies that it can achieve Final Completion by: July 31, 2014

N. Unit Price Form

1. Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the City, unit prices listed on the attached "Unit Price Form" shall at the option of the City be the basis of payment to the Contractor or credit to the City, for such increase or decrease in the work. The unit prices shall represent the exact net amount per unit to be paid the Contractor (in the case of addition or increase) or to be refunded the City (in the case of decrease). Contractually noted adjustments will be allowed for overhead, profit, insurance or other direct or indirect expenses of the Contractor or Subcontractors.
2. The unit prices shall include cost of fuel, all labor, materials, equipment, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the provisions of the General Conditions governing changes in the work.
3. Enter unit prices for the following items:

REPAIR/WORK DESCRIPTION	UNIT OF MEASURE	AMOUNT ADD
Square foot unit price for rebuilding the 12" thick brick masonry bearing wall behind the façade as required by the Engineer. Price to include reuse of cleaned and sound existing brick and new mortar in accordance with contract specifications	Linear FT.	\$

Executed this _____ day of _____ 20 .

On behalf of :

(Undersigned Bidder Business Name)

(Business Address) and (Telephone)

By:

(Name and Address of Person Signing Bid)

Somerville High School
Renovations to the Auditorium
Selective Demolition

Somerville, Massachusetts
January 14, 2014

(Title of Person Signing bid)